IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

MATTHEW SCHAUB, on behalf of himself and similarly situated employees, Plaintiff,	:	2:16-cv-00756-MAK
v.	:	
CHESAPEAKE & DELAWARE BREWING HOLDINGS, LLC and IRON HILL BREWERY, LLC, Defendants.	:	

CLASS/COLLECTIVE ACTION SETTLEMENT AGREEMENT

The Parties (as defined below) hereby agree, subject to judicial approval, to settle the above-captioned action pursuant to the following terms and conditions:

1. Definitions.

"Action" means the above-captioned litigation.

"Administrator" means a disinterested, third-party settlement administration firm to be selected by Class Counsel, approved by Defense Counsel, and disclosed to the Court in the motion papers described in Paragraph 6(a).

"Agreement" means this Class/Collective Action Settlement Agreement.

"Claim Form" means the form attached as Exhibit B.

"Claimants" means Schaub all other Class Members who return a timely and valid Claim Form to the Administrator pursuant to Paragraph 7.

"Class Counsel" means Winebrake & Santillo, LLC, 715 Twining Road, Suite 211, Dresher, PA 19025.

"Class Members" means all individuals who: (i) worked as servers or bartenders at any

Iron Hill Brewery and Restaurant located in Pennsylvania during the time period between February 17, 2013 and June 30, 2016 and/or (ii) worked as servers or bartenders at any Iron Hill Brewery and Restaurant located in Delaware or New Jersey during the time period between July 1, 2013 and June 30, 2016.

"Court" means the United States District Court for the Eastern District of Pennsylvania.

"Defendants" means Chesapeake & Delaware Brewing Holdings, LLC and Iron Hill Brewery, LLC and all affiliated or related companies, as well as their respective owners, officers, agents, employees, successors, heirs, spouses, administrators, executors, partners, assigns, and all past, present, or future representatives and predecessors.

"Defense Counsel" means Dechert, LLP Dechert, LLP, Cira Centre, 2929 Arch Street, Philadelphia, PA 19104.

"Effective Date" means the *later of*: **(a)** thirty-five (35) calendar days after entry of the Court's anticipated order granting final approval of the Settlement and dismissing the Action with prejudice or **(b)** in the event of any appeal from any order described in this Agreement, two (2) business days after the exhaustion of all possible appellate proceedings.

"Excluded Class Members" means all Class Members who exclude themselves from the Settlement pursuant to Paragraph 8.

"Net Settlement Fund" means $1,290,000.00 minus any Court-approved payments to Class Counsel and Schaub pursuant to Paragraphs 11-12. If the Court approves all requested payments to Class Counsel and Schaub, the Net Settlement Fund will equal $888,000.00.

"Notice Form" means the form attached as Exhibit A.

"Parties" means Schaub and Defendants.

"Preliminary Approval Date" means the date on which the Court enters the anticipated order preliminarily approving the settlement and authorizing distribution of the Notice and Claim Forms to the Class Members.

"Released Claims" means all claims arising during the Settlement Period (including but not limited to claims for back pay, damages, liquidated damages, attorney's fees and costs), whether known or unknown, and asserted in or reasonably related to the Action, including, but not limited to, all such claims arising under the Fair Labor Standards Act, 29 U.S.C. §§ 201, *et seq.*, the Pennsylvania Minimum Wage Act, 43 P.S. §§ 333.101, *et seq.*, the Pennsylvania Wage Payment and Collection Law, 43 P.S. § 260.1 *et seq.*, the New Jersey Wage and Hour Law, N.J.S.A. §§ 34:11-56a, *et seq.*, the New Jersey Wage Payment Law, N.J.S.A. §§ 34.11-4.1, *et seq.*, the Delaware Minimum Wage Act, 19 Del. Code Ann. §§ 901, *et seq.*, the Delaware Wage Payment and Collection Law, 19 Del. Code Ann. §§ 1101, *et seq.*, or any other federal, state, or local statute, regulation, ordinance, or common law legal theory.

"Released Parties" means Defendants and all affiliated or related companies, as well as their respective owners, officers (including, without limitation, Kevin Davies, Kevin Finn, and Mark Edelson), agents, employees, successors, heirs, spouses, administrators, executors, partners, assigns, and all past, present, or future representatives and predecessors.

"Schaub" means Matthew Schaub.

"Settlement" means the terms, conditions, and obligations described in this Agreement.

"Settlement Period" means (i) the time period between February 17, 2013 and June 30, 2016 for any Iron Hill Brewery and Restaurant located in Pennsylvania and (ii) the time period between July 1, 2013 and June 30, 2016 for any Iron Hill Brewery and Restaurant located in Delaware or New Jersey.

"Settlement Percentage" means, for each individual Claimant: **(a)** the hours in which he/she was employed as a bartender or server during the Settlement Period ***divided by*** **(b)** the combined hours in which all Claimants were employed as bartenders or servers during the Settlement Period.

"Settlement Share" means, for each individual Claimant: **(a)** $50.00 ***plus*** **(b) {**Settlement Percentage**}** ***multiplied by*** **{[**Net Settlement Fund**]** ***minus*** **[(**Number of Claimants**)** ***multiplied by*** **(**$50.00**)]}**.

2. **Conditions Precedent.** This Settlement is conditioned upon the Court's entry of an order granting final approval of the Settlement and dismissing the Action and upon passage of the Effective Date. If, for any, reason this Settlement is not approved or the Effective Date does not occur, this Settlement shall be null and void, and the fact that the Parties were willing to stipulate to class certification for purposes of this Settlement shall have no bearing on, or be admissible in connection with, the issue of whether a class or collective action should be certified in a non-settlement context. If the Court requires any change of a material term of this Settlement in order to approve it, then the Parties reserve the right not to proceed with the Settlement.

3. **Maximum Settlement Amount.** Defendants' maximum payment under this Settlement is $1,290,000.00. Defendants will pay this entire amount to the Administrator within seven (7) business days after the Effective Date. Any circumstances that require Defendants to pay more than this amount constitute a change to a material term.

4. **Release by Claimants.** Upon passage of the Effective Date, Claimants (on behalf of themselves and their past, present and future agents, successors, heirs, spouses, administrators, executors, partners, or assigns) release and forever discharge the Released Parties (as defined above) from the Released Claims (as defined above).

5. **Release by Other Class Members.** Upon passage of the Effective Date, all Class

Members *other than* Claimants and Excluded Class Members (on behalf of themselves and their past, present and future agents, successors, heirs, spouses, administrators, executors, partners, or assigns) release and forever discharge the Released Parties (as defined above) from all Released Claims (as defined above) *except* such claims arising under the Fair Labor Standards Act, 29 U.S.C. §§ 201, *et seq*.

6. Court Filings. **(a)** Within five (5) business days of the execution of this Agreement, Class Counsel will file with the Court a motion requesting the entry of an order ("the Preliminary Approval Order") certifying a class settlement pursuant to Fed. R. Civ. P. 23(a)-(b), appointing class Counsel Pursuant to Fed. R. Civ. P. 23(g), preliminarily approving the Settlement, authorizing the class notice protocols described herein, scheduling a final approval hearing pursuant to Fed. R. Civ. P. 23(e), and **(b)** at least seven (7) calendar days prior to the final approval hearing, Class Counsel will file with the Court a motion requesting the entry of an order ("the Final Approval Order") granting final approval of the Settlement (including any attorney's fees and enhancement awards as fair, reasonable, and adequate pursuant to 29 U.S.C. § 216(b) and Federal Rule of Civil Procedure 23(e) and (h), authorizing Defense Counsel to release the settlement payments to the Administrator and dismissing the Action with prejudice.[1]

7. Notice to Class Members. Within seven (7) calendar days after the Preliminary Approval Date, Defense Counsel will send to the Administrator an Excel spreadsheet containing the name and last known residential address and phone number of each Class Member. Within fourteen (14) business days after the Preliminary Approval Date, the Administrator will mail to each Class Member a package containing the Notice Form, the Claim Form, and a postage-paid envelope returnable to the Administrator. If the Postal Service returns any package to the Administrator with a forwarding address, the Administrator will promptly mail the package to the forwarding address. If the Postal Service returns any package to the Administrator without a forwarding address, the Administrator will work diligently to obtain an updated address and will promptly mail the package to any updated address. On the day falling forty-two (42) days after the Preliminary Approval Date, the Administrator will re-mail the package to all Class Members who have not yet returned Claim Forms. These re-mailed packages will be sent to the Class Member's last known address (as updated during the initial mailing process) plus any additional addresses obtained by the Administrator through its independent research. In order to be deemed a Claimant and receive a Settlement Share, Class Members must return a Claim Form in an envelope postmarked on or before the date falling sixty-three (63) calendar days after the Preliminary Approval Date. Seventy (70) calendar days after the Preliminary Approval Date, the Administrator will send to Class Counsel and Defense Counsel all timely and complete Claim Forms, all exclusions received under Paragraph 8, and all objections received under Paragraph 9. Class Counsel will promptly file such forms with the Court. In addition, the Administrator will provide Class Counsel and Defense Counsel with a sworn declaration describing the notice process. This declaration will be provided to the Court when the Parties seek final approval of the Settlement.

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[1] The Parties agree that the Court will retain jurisdiction over them for the sole purpose of resolving any and all disputes arising out of or relating to the Settlement or this Agreement, including any disputes regarding the enforceability of the Settlement.

8. **Exclusions From the Settlement.** Class Members desiring to exclude themselves from the settlement must do so in writing. Written exclusions must be mailed to the Administrator pursuant to the instructions in the Notice Form and must be postmarked within sixty-three (63) calendar days after the Preliminary Approval Date.

9. **Objections to the Settlement.** Class Members desiring to object to the settlement must do so in writing. Written objections must be mailed to the Administrator pursuant to the instructions in the Notice Form and must be postmarked within sixty-three (63) calendar days after the Preliminary Approval Date.

10. **Payments to Claimants.** Within fourteen (14) calendar days after the Effective Date, the Administrator will mail to each Claimant a payroll check in the gross amount of his/her Settlement Share and reduced by all applicable payroll taxes and withholdings (including, *inter alia*, both the employer's and the employees' portion of FICA, SUTA, and FUTA).[2] If the Postal Service returns any envelope to the Administrator with a forwarding address, the Administrator will promptly re-mail the envelope to the forwarding address. If the Postal Service returns any envelope to the Administrator without a forwarding address, the Administrator will work diligently to obtain an updated address and promptly re-mail the check to the updated address. At the end of the tax year, the Administrator will issue to each Claimant an IRS W-2 Form reflecting his/her payment. Any check uncashed 120 calendar days after the Effective Date will be forfeited by the Claimant, and the underlying funds will be donated by the Administrator to the Pennsylvania IOLTA Board.

11. **Payment to Class Counsel.** Within fourteen (14) calendar days after the Effective Date, the Administrator will deliver to Class Counsel a non-payroll check payable to Class Counsel in an amount approved by the Court and not to exceed $387,000.00 to compensate Class Counsel for all attorneys' fees, costs, and expenses (including all claims administration expenses). This Settlement is not contingent on the Court's approval of any or all of the requested fees, costs, or expenses. At the end of the tax year, the Administrator will issue to Class Counsel an IRS 1099 Form reflecting the payment described in this paragraph.

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[2] In order to facilitate the Administrator's issuance of payroll checks and withholding of taxes, Defendants will send to the Administrator an Excel spreadsheet listing each Claimant's social security number based on Defendants' business records. These social security numbers may not be revealed to Class Counsel and must be treated by the Administrator as strictly confidential. It is anticipated that Defense Counsel will prepare an appropriate confidentiality agreement to be executed by the Administrator.

12. **Service Award.** Within fourteen (14) calendar days after the Effective Date, the Administrator will deliver to Class Counsel a non-payroll check payable to Schaub in an amount approved by the Court and not to exceed $15,000.00 to compensate Schaub for his service to the Class Members. The above service award is in addition to Schaub's Settlement Share. This Settlement is not contingent on the Court's approval of any or all of the requested service award. At the end of the tax year, the Administrator will issue to Schaub an IRS 1099 Form reflecting the payment described in this paragraph.

13. **Discontinuation of Practice.** Defendants agree to change their policies so that Expos (a.k.a Expediters) are no longer included in a tip pool with servers and bartenders by no later than seven (7) business days after the Effective Date.

14. **Payment to Administrator and Administrator's Responsibilities**. Class Counsel is solely responsible for all fees, costs, and expenses incurred by the Administrator. Moreover, the Administrator is solely responsible for the creation and maintenance of any bank accounts associated with this Settlement, the distribution and payment of all monies owed to Schaub, Claimants, and Class Counsel, and the withholding, payment, and reporting of any taxes associated with such payments. The Administrator, Claimants, and Class Counsel agree to defend, indemnify, and hold Defendants harmless for any claims, liability, or damages associated with the maintenance, payment, distribution, or taxability of any funds associated with the Settlement.

15. **Defendant's Limited Right to Cancel.** If either (i) ten percent (10%) or more Class Members become Excluded Class Members; or (ii) a number of Class Members whose combined share of the Net Settlement Fund is ten percent (10%) or more become Excluded Class

Members; or (iii) only forty percent (40%) or fewer of Class Members submit Claim Forms; or (iv) a number of Class Members whose combined share of the Net Settlement Fund is only forty percent (40%) or fewer submit Claims Forms, Defendant shall have the absolute right, in its sole discretion, and notwithstanding any other provisions of this Agreement, to withdraw from and cancel this Agreement in its entirety, whereupon this Agreement will be null and void for all purposes and may not be used or introduced in further litigation. This right can be exercised only by a writing stating that Defendant is canceling and withdrawing from this Agreement, which is sent by Defense Counsel to Class Counsel by email, facsimile and/or mail no later than two (2) business days prior to the deadline for the motion papers referenced in Paragraph 6(b).

16. **No Representations.** In entering into this Settlement, no Party relies on any statements, representations, or promises not described in this Agreement.

17. **Consent.** Each Party has carefully read and understands this Agreement and has received independent legal advice with respect to the Agreement.

18. **Successors.** This Agreement will inure to the benefit of and be binding upon each Party's heirs, successors, and assigns.

19. **No Assignments.** No Party has assigned or transferred, or purported to assign or transfer, to any other person or entity any rights or interests pertaining to this Settlement.

20. **No Presumptions.** In interpreting this Agreement, there will not be any presumption of interpretation against any Party.

21. **No Admissions and No Prevailing Party.** This Agreement is the result of a compromise between the Parties for the sole purpose of resolving this matter and avoiding the time and expense incident to protracted litigation, and nothing in this Agreement constitutes an admission of liability by any Party with regard to the subject matter of the Action. As consideration for the payments described in this Agreement, Class Counsel and all Class Members other than Excluded Class Members agree that (i) Class Members are not a prevailing party for purposes of the Action, (ii) neither Class Counsel nor any Class Member is entitled to recover any additional attorneys' fees or litigation expenses arising out of or related to the Action, and (iii) Class Counsel and all Class Members other than Excluded Class Members waive any rights that they may have to recover any attorneys' fees or litigation expenses, other than those stated in Paragraph 11.

22. **Duty to Defend.** The Parties will abide by all terms of this Agreement in good faith, will fully support the Agreement's approval and enforcement, and will defend the Agreement from any legal challenge, whether by appeal or collateral attack.

23. **Warranty of Authority.** Each signatory below warrants and represents that he/she is competent and authorized to enter into this Agreement on behalf of the Party for whom he/she purports to sign.

24. **Evidentiary Privilege.** This Agreement falls within the protection afforded compromises and offers to compromise under Federal Rule of Evidence 408 and Pennsylvania Rule of Evidence 408.

25. **Applicable Law.** This Agreement will be governed, enforced, and interpreted according to Pennsylvania law, without regard to choice of law principles.

26. **Execution.** This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which taken together will constitute one and the same instrument.

IN WITNESS WHEREOF, and intending to be legally bound, the Parties hereby execute this Agreement on the dates indicated below:

Dated: 7-21-16 ______________________
Matthew Schaub

Dated: 7/21/16 ______________________
For Class Counsel

Dated: 7/20/16 ______________________
For Chesapeake & Delaware Brewing Holdings, LLC

Dated: 7/20/16 ______________________
For Iron Hill Brewery, LLC

Dated: 7/20/16 ______________________
For Defense Counsel

Exhibit A

NOTICE OF SETTLEMENT

***Schaub v. Chesapeake & Delaware Brewing Holdings, LLC and Iron Hill Brewery, LLC*, 2:16-cv-00756-MAK**
United States District Court, Eastern District of Pennsylvania

TO: [*INSERT NAME*]

YOU ARE COVERED BY THE SETTLEMENT OF THIS CLASS/COLLECTIVE ACTION LAWSUIT.

THE UNITED STATES DISTRICT COURT HAS AUTHORIZED THIS NOTICE, WHICH SUMMARIZES THE TERMS OF THE SETTLEMENT AND EXPLAINS YOUR RIGHTS UNDER THE SETTLEMENT.

PLEASE READ THIS DOCUMENT CAREFULLY.

1. What is the Lawsuit About?

The United States District Court for the Eastern District of Pennsylvania ("the Court") presides over this lawsuit, which was filed in February 2016 by Matthew Schaub ("Plaintiff") against Chesapeake & Delaware Brewing Holdings, LLC and Iron Hill Brewery, LLC (collectively "Iron Hill").

The lawsuit alleges that Iron Hill violated federal and state wage laws by requiring servers and bartenders to share tips with Expos (a.k.a. Expediters). Plaintiff asserts that, due to this alleged "tip sharing" violation, Iron Hill is not allowed to count servers' and bartenders' tips towards Iron Hill's obligation to pay the minimum wage (which currently stands at $7.25/hr. under federal and Pennsylvania law; $8.25/hr. under Delaware law; and $8.38/hr. under New Jersey law). Thus, Plaintiff seeks to recover the difference between the minimum wage and the wage that Iron Hill actually paid (which generally was $2.83/hr. in Pennsylvania; $2.23/hr. in Delaware; and $2.13/hr. in New Jersey).

The lawsuit and settlement is strictly limited to the time period (i) between February 17, 2013 and June 30, 2016 for Iron Hill's Pennsylvania restaurants and (ii) between July 1, 2013 and June 30, 2016 for the Delaware and New Jersey restaurants. This time period is referred to as the "Relevant Period."

Iron Hill adamantly contends that the lawsuit lacks merit. According to Iron Hill, its pay practices were entirely legal and, in the absence of this settlement, Plaintiff would lose his case.

2. Why is there a settlement?

The Court has not decided who will win the lawsuit. So both Plaintiff and Iron Hill run the risk of losing.

The settlement is a compromise. It allows the parties to avoid the costs and risks of further litigation and provides money to Plaintiff and other settlement participants without additional delay.

In reaching this settlement, Iron Hill has not admitted that it violated any laws. On the contrary, Iron Hill continues to assert that its pay practices were entirely legal.

3. What does the settlement provide?

The Court will decide whether the settlement is fair, reasonable, and adequate. If the Court approves the settlement, a total amount of $1.29 million will be distributed to Plaintiff, all individuals who join the lawsuit, and Plaintiff's lawyers. After reductions for attorney's fees and other expenses, approximately $888,000 will be distributed to individuals who join the lawsuit in response to this Notice.

If you join the lawsuit and the Court approves the settlement, you will receive a payroll check in the ***minimum*** amount of ***$[Settlement Share Assuming 100% Participation Rate]***. This amount may be increased, depending on how many individuals choose to participate in the settlement. Because any settlement payment represents wages, it will be reduced to account for taxes and withholdings ordinarily incurred by both employers and employees.

4. What are my options, and what legal claims do I give up?

Under the settlement, you must choose one of the following three options:

Option 1 – Complete and Return the Enclosed Form by the ___, 2016 Postmark Deadline: You will find enclosed a form entitled "Consent to Join FLSA Collective Action and Participate in Settlement" along with a postage-paid envelope. You will receive your pre-tax payment of at least *$[Settlement Share Assuming 100% Participation Rate]* **IF AND ONLY IF** you complete and return this Form by the ___***, 2016*** postmark deadline to: Iron Hill Wage Lawsuit, c/o **[insert Administrator name and address]**. In addition, the Court must ultimately approve the settlement in order for you to receive your payment. As indicated in the enclosed Form, by claiming money under the settlement, you will waive your right to bring or join any legal proceeding alleging that, during the Relevant Period, Iron Hill failed to pay proper wages in violation of any federal, state, or local law or theory.

Option 2 – Do Nothing: If you do nothing and the Court approves the settlement, you will **not** receive any settlement payment. You will be free to bring your own legal proceeding against Iron Hill under the federal Fair Labor Standards Act, 29 U.S.C. §§ 201, *et seq*. However, you will waive your right to bring or join any legal proceeding alleging that, during the Relevant Period, Iron Hill failed to pay proper wages in violation of any other federal, state, or local law or theory.

Option 3 – Exclude Yourself from the Settlement: If you do not want to participate in the settlement, you must prepare a note or letter simply stating: "I wish to be excluded from the Iron Hill Wage Lawsuit." The letter or note may be typed or handwritten. Be sure to include your signature, name, address, and phone number. To be valid, your exclusion request must be postmarked no later than ___***, 2016*** and be mailed to: Iron Hill Wage Lawsuit, c/o **[insert Administrator name and address]**. You may use the enclosed postage-paid envelope to mail your exclusion request. Importantly, if you exclude yourself from the settlement, you will not receive any settlement payment, you will not be legally bound by the settlement, and you will not waive or release any legal claims against the Iron Hill.

5. Do I have a lawyer?

Plaintiff and all other individuals who join the lawsuit are represented by **Winebrake & Santillo,**

LLC, 715 Twining Road, Suite 211, Dresher, PA 19025; Phone (215) 884-2491; Web www.winebrakelaw.com. Lawyers from this firm will answer your questions about the lawsuit and settlement free of charge and in strict confidence. If you call the firm, please identify yourself as a "Class Member" in the "Iron Hill Wage Lawsuit" and ask to speak with one of the assigned lawyers.

6. How do the lawyers get paid?

The law firm identified in Section 5 above has worked on this lawsuit since the beginning without being paid. Under the settlement, the firm will ask the Court to approve legal fees and expenses of $387,000. After this amount is reduced to account for expenses, the resulting legal fee will equal approximately 28% of the total $1.29 million value of the settlement. You will ***not*** pay any legal fees or expenses out of your individual settlement payment.

7. How can I object to the settlement?

You may object to the settlement if, for any reason, you believe it is unfair or should not be approved. The Court will consider your objection in deciding whether to approve the settlement.

To object to the settlement, you must prepare a letter or note stating that you "object" to the settlement in the Iron Hill Wage Lawsuit. The letter or note may be handwritten. Be sure to include your signature, full name, address, and telephone number. You may (but are not required to) consult with or retain an attorney to assist you in drafting the objection. If you are not being assisted by an attorney, simply do your best to describe the reasons why you object to the settlement.

To be valid, your objection ***must be postmarked on or before*** **__, 2016** and must be mailed to: Iron Hill Wage Lawsuit, c/o **[insert Administrator name and address]**. You may use the enclosed postage-paid envelope to mail your objection.

8. When and where will the Court decide whether to approve the settlement?

The Court will hold a hearing to decide whether to approve the settlement. You are not required or expected to attend that hearing. However, you are welcome to attend.

The hearing will take place on __, 2016 at __ in Courtroom __ of the United States Courthouse, 601 Market Street, Philadelphia, PA 19106.

During the hearing, the Court will consider whether the settlement should be approved as fair, reasonable, and adequate. The Court also will consider all written objections to the settlement and will hear from any Class Members (or their legal representatives) who wish to be heard.

9. How do I obtain more information?

This Notice summarizes the most important aspects of the proposed settlement. You can obtain further information by calling the law firm listed in Section 5 above.

Dated: __, 2016

Approved: Hon. Mark A. Kearney
United States District Court
Eastern District of Pennsylvania

Exhibit B

CONSENT TO JOIN FLSA COLLECTIVE ACTION AND PARTICIPATE IN SETTLEMENT

Schaub v. Chesapeake & Delaware Brewing Holdings, LLC and Iron Hill Brewery, LLC,
2:16-cv-00756-MAK
United States District Court, Eastern District of Pennsylvania

As instructed in Section 4 of the accompanying "Notice of Settlement," please complete this Form and mail it (preferably in the enclosed envelope) so that it is postmarked no later than **[insert], 2016** to:

Iron Hill Wage Lawsuit
c/o [insert Administrator Name and Address]

Your Name: ______________________________________
Print CLEARLY

Street/P.O. Box: ______________________________________

City/State/Zip: ______________________________________

Primary Phone: ______________________________________

Email Address: ______________________________________

Please read the following carefully. You should contact the law firm of Winebrake & Santillo, LLC (215-884-2491) or any other attorney of your choice if you have any questions.

1. I have read and understand the accompanying Notice of Settlement ("Notice") addressed to me and summarizing the settlement of this lawsuit. I consent and agree to settle my legal claims against Chesapeake & Delaware Brewing Holdings, LLC, Iron Hill Brewery, LLC, and all of their affiliated or related companies, owners, officers, agents, employees, successors, heirs, spouses, administrators, executors, partners, assigns, and all past, present, or future representatives and predecessors (collectively "Iron Hill") under the terms described in the Notice.

2. I consent and agree, pursuant to 29 U.S.C. § 216(b), to become a party to this lawsuit and to be bound by all Court orders relating to the lawsuit and the settlement of the lawsuit.

3. I understand that the lawsuit has been settled. I desire to fully participate in the settlement and to receive my settlement payment in the amount as described in the Notice.

4. I understand that, by signing and returning this form, I forever ***release*** and ***waive*** Iron Hill (as defined in Paragraph 1 above) from all claims arising during the time period ending on June 30, 2016 and beginning on either February 17, 2013 (for Iron Hill's Pennsylvania restaurants) or July 1, 2013 (for Iron Hill's Delaware and New Jersey restaurants) , whether known or unknown, and asserted in or reasonably related to the lawsuit, including all such claims for unpaid wages, liquidated damages, or other damages (including attorney's fees and costs) arising under the Fair Labor Standards Act, 29 U.S.C. §§ 201, *et seq.*, the Pennsylvania Minimum Wage Act, 43 P.S. §§ 333.101, *et seq.*, the Pennsylvania Wage Payment and Collection Law, 43 P.S. § 260.1 *et seq.*, the New Jersey Wage and Hour Law, N.J.S.A. §§ 34:11-56a, *et seq.*, the New Jersey Wage Payment Law, N.J.S.A. §§ 34.11-4.1, *et seq.*, the Delaware Minimum Wage Act, 19 Del. Code Ann. §§ 901, *et seq.*, the Delaware Wage Payment Law, 19 Del Code Ann. §§ 1101*et seq.*, or any other federal, state, or local statute, regulation, ordinance, or common law legal theory.

______________________________ ______________________________
Date **Signature**